

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

Clyde Owen,	)	
	)	Case No. 18-cv-3372
Plaintiff,	)	
	)	COMPLAINT FOR VIOLATION OF
	)	AMERICANS WITH DISABILITIES
v.	)	ACT AND STATE SUPPLEMENTAL
	)	CLAIMS
United Road Services, Inc.,	)	
	)	
Defendant.	)	JURY DEMANDED

**COMPLAINT**

Now comes Plaintiff, Clyde Owen, by and through counsel, and complains against Defendant, United Road Services, Inc., as follows:

**Jurisdiction, Parties, and Venue**

1. This case arises under the Americans with Disabilities Act of 1990 (hereinafter the “ADA”), as amended, codified at 42 U.S.C. § 12101, *et seq.*
2. This court has jurisdiction to hear this case pursuant to 28 U.S.C. §1331 (federal question jurisdiction).
3. Plaintiff also brings state law claims under the Illinois Human Rights Act, codified at 775 ILCS 5/1-101, *et seq* and under the Illinois tort of retaliatory discharge.
4. This court has supplemental jurisdiction over Plaintiff’s state law claims pursuant to 28 U.S.C. § 1367 because these claims are so related to the ADA claims that they form part of the same case or controversy under Article III of the U.S. Constitution.
5. Plaintiff Clyde Owen was employed as a Driver by United Road Services, Inc. out of the company’s Chicago Heights location, for 17 years.

6. United Road Services, Inc. is a Delaware corporation.

7. This Court has personal jurisdiction over United Road Services, Inc. because the company regularly conducts business here.

8. Venue is proper in the Northern District of Illinois pursuant to 28 U.S.C. §1391(b)(2) because the acts and omissions that Owen complains of (generally, United Road illegally terminating him) occurred within this District.

### **Count I: ADA Claims**

9. Owen re-alleges paragraphs 1-8 as if fully alleged here.

10. On February 27, 2017, United Road Services terminated Owen.

11. As of that date, Owen had a record of disability or disabilities of which United Road was aware.

12. United Road terminated him because of this record of disability.

13. In so doing, United Road Services violated the ADA.

14. Owen has been harmed by United Road Services' violation of federal law: he has lost wages and benefits, has lost earning power, and has suffered emotional distress.

15. Owen had to retain an attorney to vindicate the violation of his rights.

16. United Road Services' conduct was in reckless disregard of Owen's rights. Therefore, he requests punitive damages to punish United Road and to deter it and other companies from engaging in similar discriminatory conduct in the future.

Wherefore, Plaintiff CLYDE OWEN requests that Defendant UNITED ROAD SERVICES be found liable, that a judgment be entered against it, and that Plaintiff be awarded all remedies to which he is entitled under the law, including lost wages, salary, employment benefits, or other compensation; the present cash value of the time, earnings, salaries, and benefits reasonably

certain to be lost in the future; compensatory damages (including for emotional distress); punitive damages; prejudgment interest; attorneys' fees; reasonable expert witness fees; costs of litigation; and any other relief deemed equitable and appropriate.

### **Count II: Illinois Human Rights Act Violation**

17. Owen re-alleges paragraphs 1-15 as if fully alleged here.

18. Defendant's actions and inactions, as described herein, also violate the Illinois Human Rights Act.

Wherefore, Plaintiff CLYDE OWEN requests that Defendant UNITED ROAD SERVICES, be found liable, that a judgment be entered against it, and that Plaintiff be awarded all remedies to which he is entitled under the law, including: actual damages; backpay; front pay; fringe benefits; prejudgment interest; attorneys' fees; expert witness fees; costs; and any other relief to make Plaintiff whole, including compensation for lost earning power.

### **III: Retaliatory Discharge**

19. Plaintiff re-alleges paragraphs 1-8 as if alleged here.

20. During his employment with United Road, Owen had sought benefits to which he was entitled under the Illinois Workers' Compensation Act.

21. United Road terminated Owen because he sought benefits to which he was entitled under the Illinois Workers' Compensation Act.

22. This violates Illinois public policy.

23. Owen has been harmed by United Road's violation of state law: he has lost wages and benefits, lost earning power, and suffered emotional distress.

24. Owen requests punitive damages to punish United Road and to prevent it and other companies from engaging in similar discriminatory conduct in the future.

WHEREFORE, Plaintiff CLYDE OWEN requests that Defendant, UNITED ROAD SERVICES, be found liable, that judgment be entered against it, and that Plaintiff be awarded all remedies to which he is entitled under the law, including: back pay and benefits; compensatory damages, including for emotional distress; punitive damages; prejudgment interest; and court costs.

### **Jury Demand**

25. Plaintiff demands a jury trial pursuant to Rule 38(b) of the Federal Rules of Civil Procedure.

DATED: 5/11/18

Respectfully submitted by:

s/Julie Herrera

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